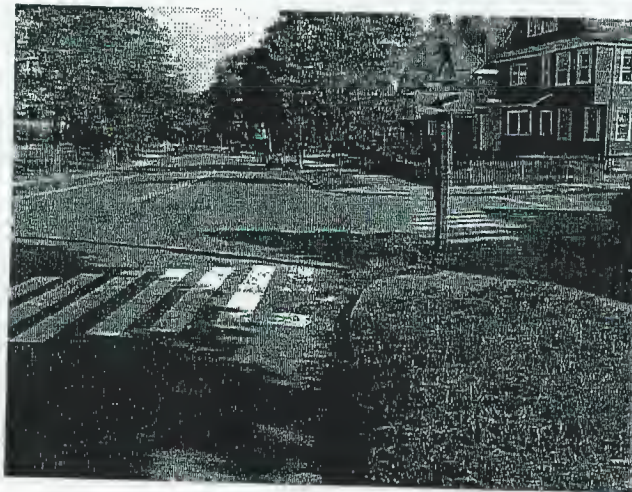


2.20 Burnham Street and Powder House Boulevard

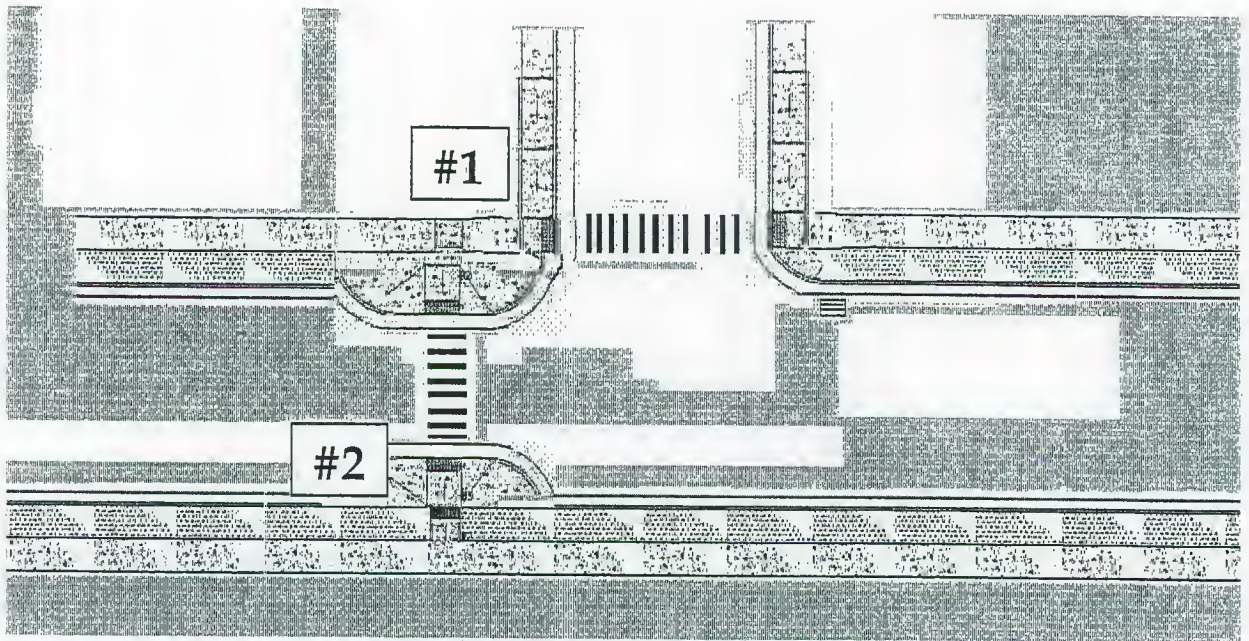
2.21 Constraints: Existing crosswalk location lacks an ADA ramp. A storm drain sits in the middle of the existing crosswalk.

2.22 Location Photos:



2.23 Design Template: Move existing crosswalk to the southeast side of Burnham to avoid drainage .

Perpendicular Curb Ramps and 4-foot by 15-foot curb extensions



Perpendicular Curb Ramp—7' 6" parkway with 7' 8" sidewalk on tangents

2.24 Site Specific Requirements

- Remove existing concrete pad at new and existing crosswalk location.
- Place new ramp on curb extension and grass area between curb and sidewalk.
- Install a perpendicular ADA ramp at that location and another ramp immediately across from this ramp on the Tufts University side of Powder House Boulevard.
- Grind out existing crosswalk, repave and stripe new thermoplastic, ladder -style crosswalk at new location.
- Place top-soil in location of former concrete pad and reseed
- Reseed parkway strip as necessary on Tufts side.
- Bolt Pedestrian Impact Recovery Signs onto bulb-outs

2.30 Somerville Avenue and Prospect Street

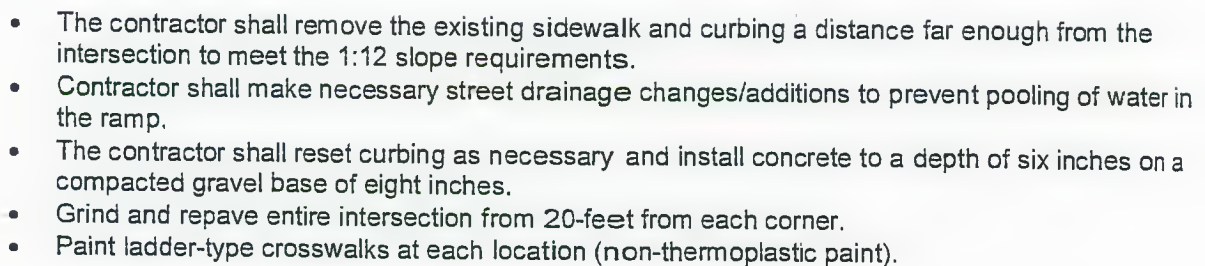
2.31 Site Constraints

Existing street improvements, including vehicle lanes and sidewalks, consume the entire right-of-way. There is insufficient space for the installation of an accessible curb ramp and landing at a street intersection that will meet new construction standards. Detectable warning surfaces provide a critical message to blind travelers where the sidewalk is flush with the street.

2.32 Location Photo:



SPECIAL CONDITIONS



Curb Ramps #1:

- The existing storm drainage catch basin sits under the sidewalk and the manhole cover is in the sidewalk. The existing stormwater catch basin must be removed. A new storm drain catch basin must be installed that catches drainage before the modified ramp and is located entirely within the street. Install new storm drain 10-feet from existing storm drain location;
- Demolish sidewalk around the corner;
- Slope down from existing sidewalks to a landing that wraps around the corner;
- Reduce width of curb cut on Somerville Avenue to 30 feet;
- Leave ~4" curb reveal around the corner; and
- Construct ~ 4-foot length ramps to appropriate ADA Standards

Curb Ramp #2

- Demolish existing sidewalk and curb ramp as necessary;
- Install 6-foot corner apex -type ramp.
- Square off traffic island between ramp #1 and #2 to align with new locations.

Curb Ramp #3

- Remove bench and store
- Remove and reset "Do Not Enter Sign"
- Reduce curb height around corner to ~4 inches. Create ~4 foot ramp with 4-foot landing (che

Curb Ramp #4

- Demolish existing sidewalk and ramps;
- Relocate N-Star anchoring pole;
- Install 6-foot ramps with 4-foot landings to line up with ramps #1 and #3.

2.40 Broadway at Clarendon Hills Towers Driveway

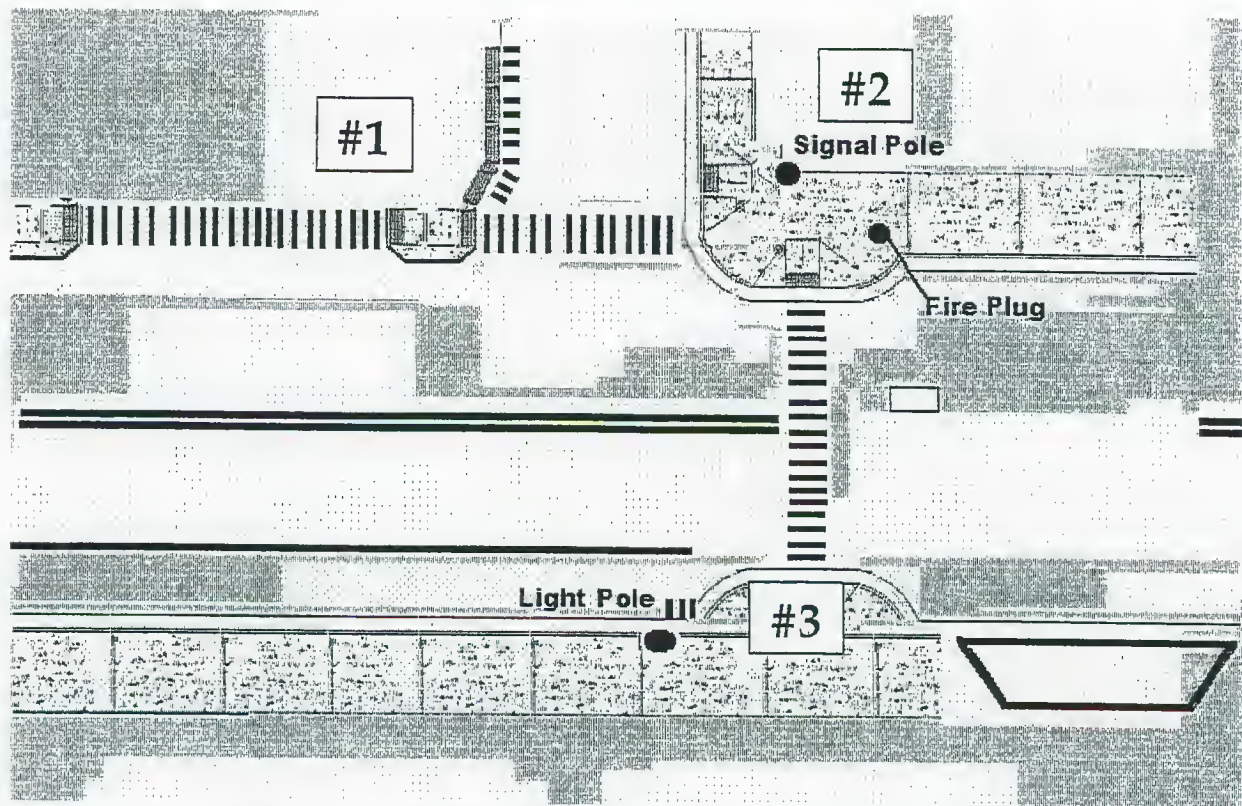
2.41 Site Constraints

A ramp landing must be constructed between the driveways to the Clarendon Hill Towers and an MBTA Busway. An existing overhead flashing pedestrian warning signal will remain in place. An MBTA bus stop is located across the street from the driveways.

2.42 Location Photos



2.43 Design Template: Perpendicular Ramps with landings



Perpendicular Curb Ramp – 10-foot sidewalk on tangents

2.44 Site Specific Requirements

This site will need to have the following work performed:

Ramp #1:

- Ramp up 6 inches from Clarendon Hills Tower Driveway to a landing and then down to MBTA driveway.
- Raise manhole cover
- ensure slopes meet 1:12 requirement

Ramp #2

- Reconstruct driveway sidewalk 15-foot back from intersection with proper cross slopes.
- Install perpendicular ramps – 6-feet in length on a curb extension 4-wide and 15-feet long
- New curbing as necessary to reduce curb height to comply with ADA requirements
- Joint 4-foot landing.
- Bolt Pedestrian Impact Recovery Signs onto bulb-out

Ramp #3

- Relocate Curb Ramp to directly across from new Ramp #2
- Install curb-extension 4-wide and 15-feet long
- Bolt Pedestrian Impact Recovery Signs onto bulb-outs

521 CMR 21.00: CURB CUTS

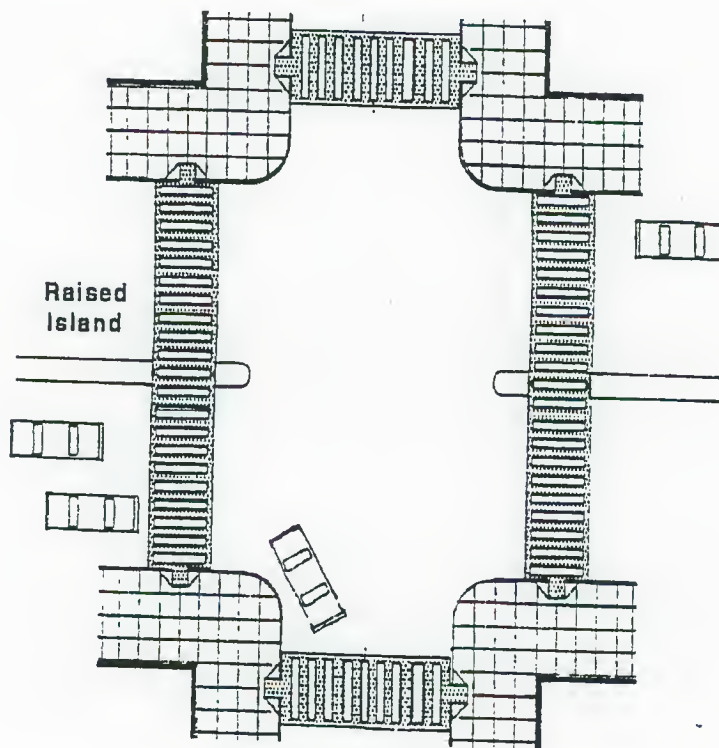
21.1 GENERAL

Whenever *sidewalks, walkways, or curbs on streets and ways are constructed, reconstructed, or repaired, curb cuts are required. All curb cuts shall comply with the following:*

21.2 LOCATION

Curb cuts shall occur wherever an accessible route crosses a curb and at the following locations:

- 21.2.1 *Curb cuts are required at each corner of each intersection, located within the crosswalk and/or the pedestrian path of travel. Curb cuts shall be perpendicular to the curb at street crossings and each shall have a level landing at the top. At marked crossings, the bottom of the ramp run, exclusive of flared sides, shall be wholly contained within the marked crossing. See Fig. 21a. The crosswalk/pedestrian path of travel must also be perpendicular to the curb.*



Curb Cuts at Intersection
Figure 21a

Exception: Where pedestrian right-of-way established width will not accommodate a perpendicular *curb cut* and landing, a parallel public *sidewalk curb cut* with a *level* landing at its bottom shall be provided instead of a perpendicular *curb cut*.

- 21.2.1.1 Apex *curb cuts*: Where site constraints prevent the installation of a perpendicular *curb cut* or a parallel *curb cut* with a level landing, an apex curb cut is allowed. Site constraints include the following:

21.00: CURB CUTS

- a. Driver or pedestrian line of sight to or from the front of the level landing on the ramp is impaired, preventing safe observation of crosswalks or approaching traffic at the intersection by a significant immovable or unalterable streetscape feature such as a building, structure or historic element, etc.
- b. Stop line is beyond the allowed limit as stated in the Manual on Uniform Traffic Control Devices.
- c. Vaults containing electrical, telecommunications, etc. that are under or on the existing sidewalk.
- d. Large radius intersections which are 30 feet or greater.

- 21.2.1.2 When apex *curb cuts* are installed a 48 inch (48" = 1219mm) landing shall also be provided at the bottom of the *curb cut* and located within the marked crosswalk.

- 21.2.2 Reciprocal *curb cuts*: When *curb cuts* or *sidewalks* are being *constructed* or *reconstructed* on one side of the street, and when such *curb cuts* or *sidewalks* are connected to an opposite side of the street by one or more pedestrian paths of travel, then at least one *curb cut* shall be provided on the opposite side of the street where such side is controlled by the same owner.

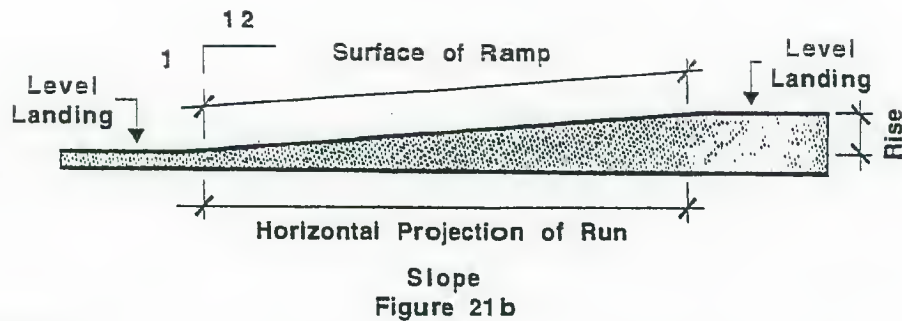
- 21.2.3 Driveways: *Curb cuts* are required at driveways intersecting *sidewalks* when the driveway has side curbs.

- 21.2.4 Raised Islands: Any raised islands in crossings shall be cut through *level* with the street or have *curb cuts* at both sides and a *level* area at least 48 inches (48" = 1219mm) long between the *curb cuts* in the part of the island intersected by the crossings.

- 21.2.5 Obstructions: *Curb cuts* shall be located or protected to prevent their obstruction by parked vehicles.

21.3 SLOPE

The least possible slope should be used for any ramp. The maximum slope shall be one-in-12 (1:12) (8.3%). Where *sidewalks* are too narrow to install a straight-line *curb cut* at a slope of one-in-12 (1:12) (8.3%), the sides of the *curb cut* shall not exceed one-in-12 (1:12) (8.3%). See Fig. 21b. The maximum cross-slope for any *curb cut* shall be 1:50 (2%). (There is no tolerance allowed on slope requirements). (Refer to 521 CMR 2.4.4d).



21.00: CURB CUTS

21.4 TRANSITIONS

Transitions from *curb cuts* to *walks*, *gutters*, or *streets* shall be flush or free of changes in *level* greater than $\frac{1}{2}$ inch ($\frac{1}{2}" = 13\text{mm}$). Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb cuts, or accessible route shall not exceed one-in-20 (1:20) (5%).

21.5 DRAINAGE

Grading and drainage shall be designed to minimize pooling of water, accumulation of ice, or flow of water across the base of the *curb cut*.

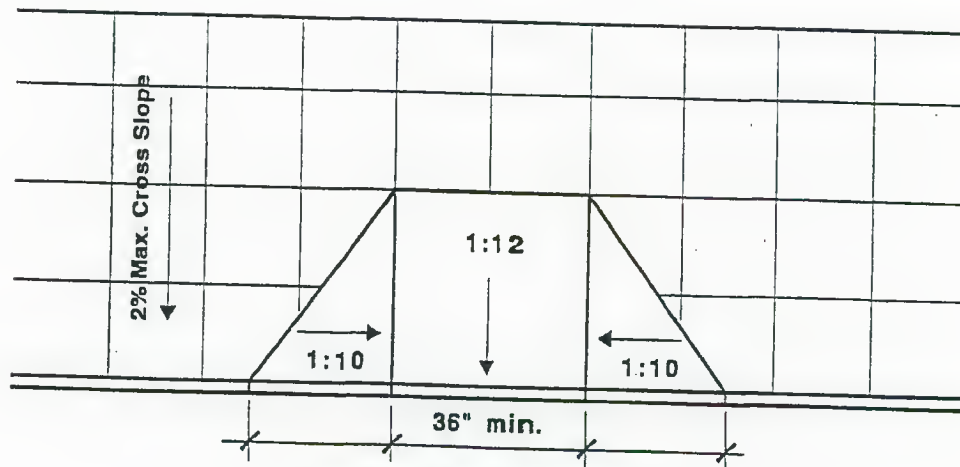
21.6 WIDTH

The minimum width of a *curb cut* shall be 36 inches ($36" = 914\text{mm}$), exclusive of flared sides. See Fig. 21c.

21.6.1 Landing width: Where a perpendicular *curb cut* is provided, a landing the width of the *curb cut* shall be provided at the top of the *curb cut*. The landing shall be 48 inches ($48" = 1219\text{mm}$) in length. The slope of said landing shall not exceed one-in-50 (1:50) (2%) in any direction.

21.7 FLARED SIDES

Sides of *curb cuts* shall extend at least 24 inches ($24" = 610\text{mm}$) at the curb. The maximum slope of the flare is one-in-ten (1:10) (10%). Curbing at the flared sides must blend with the slope of the flared sides. See Fig. 21c.



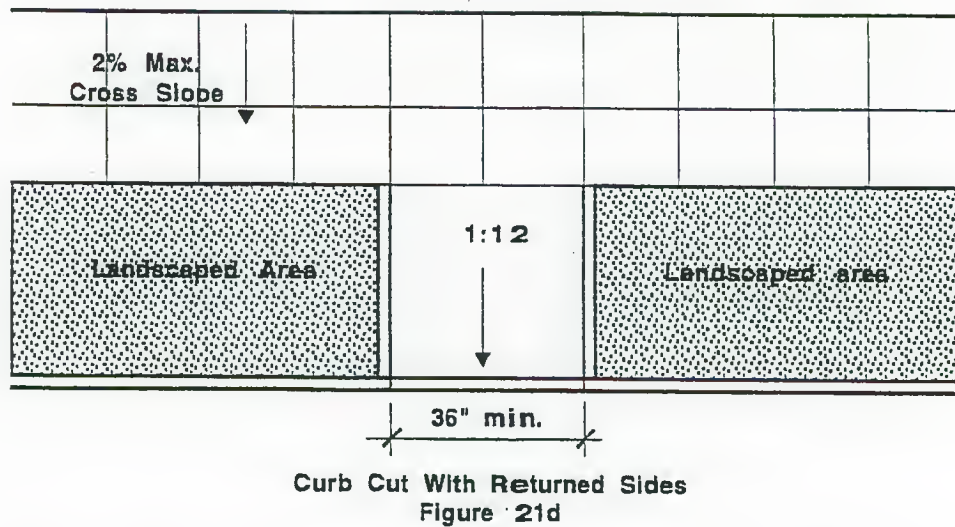
Curb Cut with Flared Sides
Figure 21c

21.8

RETURNED SIDES

Curb cuts with returned sides are only permitted where they are protected by handrails pursuant to 521 CMR 24.5, Handrails or where pedestrian travel across the *ramp* is obstructed by permanently installed street hardware or landscaping. See Fig. 21d.

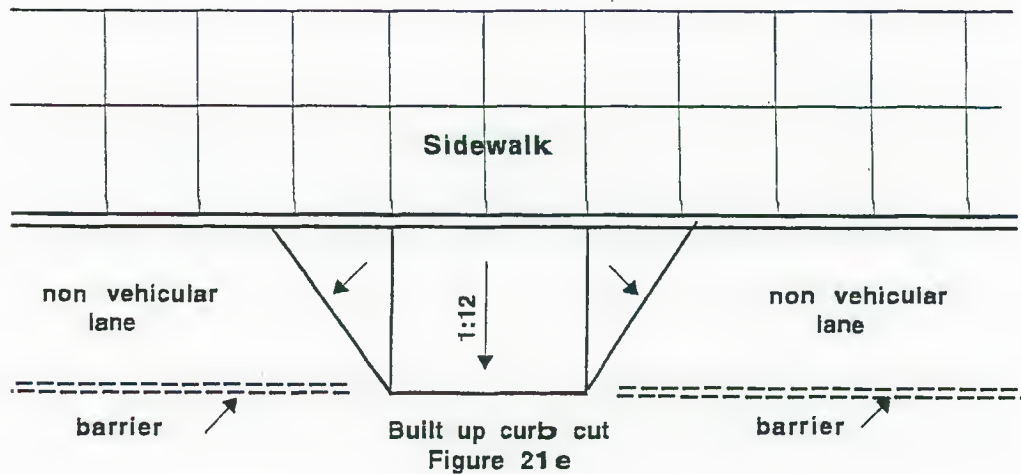
21.00: CURB CUTS



21.9

BUILT-UP CURB CUTS

Built-up curb cuts are allowed only where they do not project into vehicular traffic lanes. See Fig. 21e.



21.10

PEDESTRIAN STREET CROSSINGS

Where provided, pedestrian street crossings at, above, or below grade shall comply with the following:

21.10.1

Crossing controls shall be raised from or flush with their housings and shall be a minimum of two inches (2" = 51mm) in the smallest dimension. The force required to activate controls shall be no greater than 5 lbs.

21.10.2

Location: Controls shall be located as close as practicable to the curb cut serving the controlled crossing and shall permit operation from a clear ground space.

21.00: CURB CUTS

- 21.10.3 Mounting Height: Pedestrian-actuated crossing controls shall be a maximum of 42 inches (42" = 1067mm) above the finished *sidewalk*.
- 21.10.4 *Clear ground space*: A stable and firm area, complying with 521 CMR 6.5, Forward Reach, or 521 CMR 6.6, Side Reach shall be provided at the controls. Where a parallel approach is provided, controls shall be within ten inches (10" = 254mm) horizontally of and centered on the *clear ground space*. Where a forward approach is provided, controls shall abut and be centered on the *clear ground space*.
- 21.11 DETECTABLE WARNINGS - Reserved until further notice.
- 21.12 ACCESSIBLE PEDESTRIAN SIGNALS - Reserved.

APPENDIX B
Contractor's Bid Price - Form for General Bid
(From Bid Book)

**ATTACHMENT
BID FORM FOR ALTERNATES**

The following are DEDUCT ALTERNATES which, if adopted by the City, shall decrease the Contractor's base bid.. The City reserves the right to determine the lowest responsible and eligible bidder on the basis of the (1) bidders' base bids, or (2) bidders' base bids less Alternate #1, or (3) the bidders' base bids less Alternates #1 and #2.

DEDUCT ALTERNATE #1	DEDUCT
Eliminate Elm & Cherry Street work:	\$ 22,400.00
DEDUCT ALTERNATE #2	DEDUCT
Eliminate 5.1 Grind/Overlay intersection - Prospect	\$ 18,400.00

ADA Ramp Construction (12 ramps)	Project Price
Base Bid (same as on Form for General Bid)	\$ 135,900.00
Base Bid less Deduct Alternate #1:	\$ 22,400.00
Base Bid less Deduct Alternates #1 and #2	\$ 18,400.00

Executed this 13TH day of FEB 2009.

On behalf of SEQUOIA CONSTRUCTION INC
(Undersigned Bidder Name)

10 BUCKLEY AVE SUITE 9 WHITMAN, MA 02382
(Business Address) and (Telephone) 781-447-8052
KEVIN McCLLOUD

By: 1 VIOLET STREET LAKEVILLE, MA 02347
(Name and Address of Person Signing Bid)

TREASURER
(Title of Person Signing bid)

Addendum No.2, IFB 09-40CD

Schedule of Values

Item No.	Description of Work	Funding Source
1	Contract Requirements	
	1.1 Bonds and Insurance	2,500
	1.2 Mobilization / Temporary Facilities	10,000
	1.3 Schedule/submittals	5,000
	1.4 Permits	1,000
	1.5 Police Details	18,790
	1.6 Traffic Planning and Control Devices	3,000
2	Site Preparation	
	N/A	
3	Demolition	
	3.1 Remove and Store Street Furniture	1,380
	3.2 Sawcut & excavate sidewalk, curb and ramps	6,000
	3.3 Dispose/Recycle Material	2,000
4	Ramp installation	
	4.1 Compact Gravel Base of Crushed Stone	1,500
	4.3 Granite Curbing –reset existing	2,000
	4.4 Granite Curbing –new	5,000
	4.5 4000 PSI Concrete	7,000
	4.6 Ramp Construction	18,335
	4.7 Detectable Warnings	3,300
	4.8 Certification by Design Professional	5,500
5	Paving & Surfacing	
	5.1 Grind/Overlay Intersection - Prospect	18,400
	5.2 Grind/Overlay Old Crosswalk Powder house	4,140
	5.3 Lay and grade Hot Asphalt at ramps	3,100
6	Site Specific Installation	
	6.1 New Catch Basin: Elm at Cherry	4,140
	6.2 Remove and replace Crosswalk Signs	500
	6.3 Remove and Reset Manhole Height/Slopes	2,000
	6.4 Remove, Modify and Replace Fire Alarm Box	3,000
	6.5 Relocate Storm Drain –Prospect @Somerville Ave	7,000
	6.6 Pedestrian Impact Signs	1,000
7	Lawn & Planting	
	7.1 Seeding along Powder House Bld	1,000
8	Painting X-walks	
	8.1 Temporary Paint	1,315
	Total (Must Equal Bid Amount)	135,900
Deduct Alternative #1	Eliminate Elm & Cherry Work	22,400
Deduct Alternative #2	Eliminate Item 5.1 Grind/Overlay Intersection - Prospect	18,400

**FORM FOR GENERAL BID
FOR CONSTRUCTION CONTRACT**

To the Awarding Authority

- A. The undersigned proposes to furnish all labor and materials required for:

ADA RAMP CONSTRUCTION @ 4 LOCATIONS
(project)

SOMERVILLE
(city or town)

in accordance with the accompanying plans and specifications.

- B. This bid includes addenda numbered 1 -

- C. proposed contract price is ONE HUNDRED THIRTY FIVE

THOUSAND NINE HUNDRED DOLLARS
(total bid in words)

\$ 135,900.00
(total bid in figures)

- D. If there is attached a "Bid Form for Alternates", the Bidder shall fill in prices for each alternate. All blank spaces must be filled in. The omission of any item will result in the rejection of a bid. The price of each alternate shall include its pro rata share of overhead and profit. **(See attached Bid Form for Alternates)**
- E. The Undersigned Bidder agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.
- F. The Undersigned Bidder hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Project and that it will comply fully with all laws and regulations applicable to this Award, including applicable provisions if MGL Chapter 149, ss. 44A - J and MGL Chapter 30, ss. 39M et seq.
- G. The Undersigned Bidder further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

H. The Undersigned Bidder agrees to comply with federal and state equal opportunity and labor requirements, including payment of prevailing wages (either state prevailing wages, or federal Davis Bacon wages – the applicable wage rates are included in the bid documents

I. The Undersigned Bidder certifies that it is a (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Trust, Joint Venture) CORP, that the Federal Employer Identification Number (EIN) of the Bidder is # 04-3181224 and that it is in compliance with all federal, state, and local laws regarding taxation, and that:

1) if a Sole Proprietorship, it conducts business under the name _____, and that a D/B/A Certificate has been filed with the Clerk of the City of Somerville, and that the residential address of the sole proprietor is _____, and that the Bidder has been conducting business under that name for _____ years.

2) if a General Partnership, then name of the General Partnership is _____, the General partnership has been doing business under that name for _____ years, and the names and residential addresses of the General Partners are _____

3) if a Limited Partnership, the name of the Limited partnership is _____, the Limited Partnership has been doing business under that name for _____ years, the names and residential addresses of the General Partners of the Limited Partnership are _____

and, a Certificate of Limited Partnership (obtainable from the Secretary of the Commonwealth) is submitted with this Form for Bid.

4) If a Corporation, the Bidder is incorporated in the State of MA, the name of the Corporation is SEQUOIA CONSTRUCTION INC.. The Corporation has been doing business under that name for 15 years, the names and residential addresses of its officers are:

President: NANCY McCLOUD

Treasurer: KEVIN McCLOUD

Clerk: EDWARD McCLOUD

and a current Certificate of Legal Existence, (obtainable from the Secretary of the Commonwealth for Massachusetts corporations and non-Massachusetts corporations which are properly registered as foreign corporations doing business in the Commonwealth), is submitted with this Form for Bid.

5) if a Joint Venture, the name of the Joint Venture is

the Joint Venture has been operating under that name for _____ years, the names and business addresses of the Joint Venturers are:

the above-requested information regarding individual business entities is furnished for each joint venturer as follows

and that a copy of the joint venture agreement is furnished with this Form for Bid.

- J. The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except _____, in which case the reasons for rejection were as follows:

- K. The Undersigned Bidder certifies that the following three projects were completed during the previous six years and may be contacted by the Awarding Authority as references:

<u>Name of Town & Project</u>	<u>\$Amount</u>	<u>Name and Tel. No. of Contact</u>
-----------------------------------	-----------------	-------------------------------------

BOSTON, MA PETER'S PARK	1,000,000. ⁰⁰	JOSH BRUGEL - 617-399-7000 x22
BOSTON, MA FRANKLIN FIELD HOUSING	978,000. ⁰⁰	DAVID DIANCIVILLA - 617-896-4347
WINCHESTER, MA SANDY BEACH PLAYGROUND	300,000. ⁰⁰	MAT THURLOW - 617-626-1250

- L. The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

M. An itemized Schedule of Values is attached with this Form for Bid.

Executed this 13TH day of FEB 2009.

On behalf of SEQUOIA CONSTRUCTION INC
(Undersigned Bidder Name)

10 BUCKLEY AVE SUITE 9 WHITMAN, MA 02382
(Business Address) and (Telephone) 781-447-8052

By: KEVIN MC CLOUD
1 VIOLET STREET LAKEVILLE, MA 02347
(Name and Address of Person Signing Bid)

TREASURER
(Title of Person Signing bid)

APPENDIX C

General Conditions

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REMODELING, OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK IN THE CITY OF SOMERVILLE

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**GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION, RECONSTRUCTION, INSTALLATION,
DEMOLITION, MAINTENANCE, OR REPAIR OF ANY
PUBLIC BUILDING OR PUBLIC WORK
IN THE CITY OF SOMERVILLE**

ARTICLE 1: DEFINITIONS

1.1. In General.

1.1.1. Well-known meanings. When words or phrases that have a well-known technical, or construction industry, or trade meaning are used in the Contract Documents, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. Capitalization. The words and terms defined in this Article are capitalized in these General Terms and Conditions of the Contract. Other capitalized words may refer to a specific document found in the Contract Documents.

1.1.3. Persons. Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. Singular and Plural. The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. Agreement. The Agreement is the written document between the **City** and the **Contractor** which is titled: Agreement between the City of Somerville and the Contractor, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, the performance bond, the labor and materials or payment bonds, certificates of insurance, and all Modifications of the Agreement.

1.2.2. Change Order. A Change Order is a document which is signed by the **Contractor**, the **Design Professional**, and the **City**; which is directed to the **Contractor**; which authorizes the **Contractor** to make an addition to, a deletion from or a revision in the Work, or an adjustment in the Contract Sum or in the Contract Time; and which is issued on or after the date of the Agreement between the **Contractor** and the **City**.

1.2.3. City. The **City** refers to the City of Somerville, which is the owner of the Project and is the public awarding authority with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided.

1.2.4. Claim. A Claim is a dispute, demand, or assertion by one of the parties arising out of or relating to the Contract for which such party is seeking relief.

1.2.5. Contract. The Contract consists of all the Contract Documents. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification to the Contract signed by both parties.

1.2.6. Contract Documents. The Contract Documents consist of the Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the **Contractor's** Bid and all accompanying documents; and the **Design Professional's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the **Design Professional** in preparing the Contract Documents are not Contract Documents.

1.2.7. Contractor. The **Contractor** is the person who is awarded the Contract for the Project herein pursuant to M.G.L. c. 149, §44A or M.G.L. c. 39, §39M; and is identified in the Agreement as such. The term "**Contractor**" is intended to include the **Contractor** as well as its authorized representative(s).

1.2.8. Contract Sum. The Contract Sum is the total amount stated in the Agreement payable by the **City** to the **Contractor** for the completion of the Work in accordance with the Contract Documents.

1.2.9. Contract Time. Unless otherwise provided, the Contract Time is the number of days allotted in the Contract Documents or the dates stated in the Agreement, including authorized adjustments, for Substantial Completion. We usually put a contract end date that is beyond the date of substantial completion.

1.2.10. Coordination Drawings. Coordination Drawings are those drawings, which are prepared by the **Contractor** or a Subcontractor that show the exact alignment, physical locations, and configuration of the mechanical, electrical, and fire protection installations.

1.2.11. Day. The term "day" shall mean calendar day unless otherwise stated.

1.2.12. Design Professional. The **Design Professional** is the person lawfully licensed to practice architecture, engineering, or landscape architecture and has been selected by the **City** to administer the Contract. The term "**Design Professional**," while referred to in the singular, means the **Design Professional** and/or the **Design Professional's** representative. For the purposes of this project, **Design Professional** shall mean the firm of Weston Sampson Engineers and appropriate consultants.

1.2.13. Field Order. A Field Order is a written order issued by the **Design Professional** which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

1.2.14. Final Completion. Final Completion is the point in time when the Design Professional finds that the Work has been fully completed in accordance with the Contract Documents. Final Completion shall be no later than thirty (30) days after Substantial Completion.

1.2.15. General Requirements. General Requirements refer to Sections of Division 1 of the Specifications.

1.2.16. Modification. A Modification is a written instrument that amends the Contract after execution of the Agreement.

1.2.17. Notice to Proceed. A Notice to Proceed is a written notice given by the **City**, or the **Design Professional**, to the **Contractor** fixing the date on which the Contract Time will begin to run and on which the **Contractor** shall start to perform its obligations under the Contract Documents.

1.2.18. Plans. The Plans are the drawings which are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, dimensions, scope, extent, and character of the Work to be furnished and performed by the **Contractor** and which have been prepared or approved by the **Design Professional**.

1.2.19. Product Data. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the **Contractor** to illustrate materials or equipment for some portion of the Work. Product Data are not considered part of the Contract Documents.

1.2.20. Project. The Project is the total Work to be provided under the Contract Documents and may be the whole or a part as indicated elsewhere in the Contract Documents and may include construction by the **City** or by separate contractors. The Project is the Work described in the invitation to bid (advertisement) and Specifications and illustrated by the Plans, including any Modifications.

1.2.21. Project Manual. The Project Manual is the entire set of bidding documents which includes, but is not limited to, the invitation to bid (advertisement), the instructions to bidders, all of the forms, the wage rates, all City and state requirements, the General Terms and Conditions of the Contract, any supplementary conditions thereto, the Plans, the Specifications, and all addenda.

1.2.22. Proposed Change Order. A Proposed Change Order is a Change Order that has been submitted by the **Contractor** to the **Design Professional**, is under review, and has not been approved by the **City**.

1.2.23. Samples. Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged. Samples are not considered part of the Contract Documents.

1.2.24. Shop Drawings. Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information that are specifically prepared or assembled by or for the **Contractor** and submitted by the **Contractor** to illustrate some portion of the Work. Shop Drawings are not considered part of the Contract Documents.

1.2.25. Site. The Site is the location of the Project and of the Work.

1.2.26. Specifications. Specifications are those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.2.27. Subcontractor. A Subcontractor is a person who contracts directly with the **Contractor**, unless otherwise stated.

1.2.28. Submittals. Submittals are those Shop Drawings, Product Data, Samples, or any other required document that are provided to the Design Professional for review and approval.

1.2.29. Substantial Completion. Substantial Completion means that the Work has been completed and the Site or the facility is opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The **Design Professional** shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the **Design Professional's** decision shall be final.

1.2.30. Sub-subcontractor. A Sub-subcontractor is a person who has contracted directly with a Subcontractor.

1.2.31. Supplier. A Supplier is a manufacturer, fabricator, distributor, material person, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated into the Work by the Contractor or any Subcontractor.

1.2.32. Work. Work refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the **Contractor** to fulfill the **Contractor's** obligations. The Work may constitute the whole or a part of the Project.

1.2.33. Construction Change Directive. A **Construction Change Directive** is a written directive to the **Contractor** ordering an addition to, a deletion from, or a revision to the Work issued on or after the date of the Agreement, signed by the **City**, and recommended by the **Design Professional**.

ARTICLE 2: ABOUT THE CONTRACT DOCUMENTS

2.1. Priority/Conflict.

2.1.1. Priority Among Contract Documents. In the event of conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority:	Modifications
Second Priority:	Agreement
Third Priority:	Addenda-later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Plans and Specifications

2.1.1.1. If there is a conflict between the Plans and Specifications, the figured dimensions shall govern over the scaled dimensions. Detailed Plans shall govern over the general Plans. Larger scale Plans shall take precedence over smaller scale Plans. Plans shall govern over Shop Drawings. Whenever notes, specifications, dimensions, details, or schedules in the Specifications or in the Plans, or between the Specifications and the Plans, or in all other instances not specifically noted above, the **Contractor** shall provide, unless otherwise directed by a Modification of the Contract, the better quality or greater quantity of Work at no increase in the Contract Sum or in the Contract Time.

2.1.1.2. Compliance with these priority conditions shall not justify any changes in the Work or any increase in the Contract Sum or Contract Time, unless any such compliance results in Work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the **Design Professional**.

2.1.2. Review of the Contract Documents and Field Conditions and Discovery of Conflict, Error, Ambiguity, or Discrepancy. Before starting the Work, and during the progress thereof, the **Contractor** shall carefully study and compare the Contract Documents with each other and with the information furnished by the **City** pursuant to Article 3 and shall at once report to the **Design Professional** any error, inconsistency, or omission the **Contractor** may discover. Any necessary change shall be ordered as provided in Article 11, subject to the requirements of any other provisions of the Contract Documents. The **Contractor** shall not proceed with the Work affected thereby (except in an emergency) until a Modification has been issued. If the **Contractor** proceeds with the Work having

discovered such errors, inconsistencies, or omissions contrary to the provisions contained herein, or if by reasonable study of the Contract Documents the **Contractor** could have discovered such, the **Contractor** shall bear all costs arising therefrom. The **Contractor** shall be liable to the **City** for failure to report any conflict, error, ambiguity, or discrepancy of which it knew or should have known.

2.1.3. Field Measurements. The **Contractor** shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the **Contractor** with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the **Design Professional** at once.

2.1.4. Statutory Provisions. The **City** and the **Contractor** recognize that other rights duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they may not be provided for in the Contract Documents. In case of conflict between the statutory provisions and other provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern.

2.1.5. Voided or Unlawful Provisions. In the event any provision in the Contract is voided or deemed unlawful, such provision shall be deleted without affecting the remainder of the Contract.

2.2. Execution.

2.2.1. Execution of the Agreement by the **Contractor** is a representation that the **Contractor** has visited the Site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

2.3. Intent.

2.3.1. Entire Agreement. The Contract Documents comprise the entire agreement between the **City** and the **Contractor** concerning the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **Contractor**. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. Performance by the **Contractor** shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. All Work mentioned or indicated in the Contract Documents shall be performed by the **Contractor** as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

2.3.2. Statutory Provisions. Each and every provision of law, code, and regulation, required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through

mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

2.3.3. Functionally Complete Project. It is the intent of the Contract Documents to describe a functionally complete Project. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **Contractor**. Any Work, materials, or equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed by the **Contractor** whether or not specifically called for in the Contract Documents.

2.3.4. Indications or Notations. All indications or notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

2.3.5. Standards or Quality of Materials or Workmanship. Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

2.3.6. Manufactured Products. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

2.3.7. Mechanical, Electrical, and Fire Protection Plans. The mechanical, electrical, and fire protection Plans are diagrammatic only and are not intended to show the alignment, physical locations, or configurations of such Work. Such Work shall be installed without additional cost to the **City** to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the **Contractor** shall prepare Coordination Drawings and demonstrate to the **Design Professional's** satisfaction that the installations will comply with the preceding sentence. The **Contractor** shall be solely liable and responsible for any costs and/or delays resulting from the **Contractor's** failure to prepare such Coordination Drawings.

2.3.8. Locations of Fixtures and Outlets. Exact locations of fixtures and outlets shall be obtained from the **Design Professional** as provided in Article 5 before the Work is roughed in. Work installed without such information from the **Design Professional** shall be relocated at the **Contractor's** expense.

2.3.9. Tests. When test boring or soil test information are included with the Contract Documents or otherwise made available to the **Contractor** and such test boring or soil test information was obtained by the **City** for use by the **Design Professional** in the design of the Project or Work, the **City** does not hold out such information to the **Contractor**

as an accurate or approximate indication of subsurface conditions, and no claim for extra cost of extension of time resulting from a reliance by the **Contractor** on such information shall be allowed except as otherwise provided herein. Any such reports are not part of the Contract Documents.

2.3.10. Joining Work. Where the Work is to fit with existing conditions or work to be performed by others, the **Contractor** shall fully and completely join the Work with such conditions or work, unless otherwise specified.

2.4. Organization.

2.4.1. Except as provided in M.G.L. c. 149, §44F, the organization of the Specifications into divisions, sections, and articles, and the arrangement of Plans shall not control the **Contractor** in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

2.5. References.

2.5.1. Where codes, manuals, specifications, standards, requirements and publications of public and private bodies are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where statutes are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision.

2.5.2. References herein to particular paragraphs or Articles are solely to facilitate finding additional information with regard to the specific matters and are not to be construed in any way as limiting the possible paragraphs and Articles in which such matters may be found elsewhere in this document.

2.6. Reuse of Design Professional's Written Instruments.

2.6.1. Neither the **Contractor** nor any Subcontractor or Supplier shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents prepared by the **Design Professional** and shall not reuse any of such Plans, Specifications, or other documents without prior written consent of the **City** and the **Design Professional**.

2.7. Written Material of the Contractor.

2.7.1. All written material prepared or collected by the **Contractor** in the course of completing the Work shall be the exclusive property of the **City** and shall not be used by the **Contractor** for any purpose other than the purpose of this Contract.

2.8. Modifying Words.

2.8.1. In the interest of simplicity, modifying words such as “all” and “any” may be omitted, but the fact that such words may be absent from one sentence and appear in another is not intended to affect the interpretation of either statement.

2.9. Use of Certain Words and Terms.

2.9.1. Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the **City** or of the **Design Professional** as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

2.9.2. The use of any such term or adjective shall not be effective to change the duties and responsibilities of the **City** or the **Design Professional** from those assigned in the Contract Documents or to assign any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

2.9.3. When the words “Contractor,” “Subcontractor,” “Sub-subcontractor,” and “Supplier” are used, they are intended to include their employees and agents, unless otherwise specified.

2.10. Modification of the Contract Documents.

2.10.1. **Major Modifications .** Major Modifications may affect the Contract Sum or the Contract Time. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways, all of which must contain a written endorsement by the **City**:

- 2.10.1.1. a formal written amendment;
- 2.10.1.2. a Change Order;
- 2.10.1.3. a **Construction Change** Directive; or
- 2.10.1.4. the **Design Professional's** written interpretation, clarification, or decision.

2.10.2. Minor Modifications. Minor modifications do not affect the Contract Sum or the Contract Time. The requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized in one or more of the following ways:

2.10.2.1. a Field Order; or

2.10.2.2. the **Design Professional's** approval of a Shop Drawing or Sample.

ARTICLE 3: THE CITY

3.1. Signatory.

3.1.1. All documents which require a signature or an endorsement by the **City** must be signed by the Mayor in order to be deemed ratified by the **City**.

3.2. Requirements to Provide Documents.

3.2.1. To the extent they are available, the **City** shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the Site.

3.2.2. The **City** shall obtain and pay for necessary approvals, easements, assessments, and charges that are customarily secured prior to the execution of the Contract.

3.2.3. The **City** shall furnish information or services required of the **City** hereunder with reasonable promptness after receipt from the **Contractor** of a written request for such information or services.

3.2.4. The **City** shall provide the **Contractor**, at no charge, such copies of the Project Manual as are reasonably necessary for the execution of the Work.

3.3. Clerk of the Works.

3.3.1. The **City** may engage a Clerk of the Works for this Project, in which case the **City** shall, upon request of the **Contractor**, provide the **Contractor** with a written statement of the duties, responsibilities, and limitations of authority of such Clerk of the Works. Except as expressly set forth in such written statement, the Clerk of the Works shall have no authority to approve Work, to approve Change Orders, or to exercise any of the power and authority of the **City** or the **Design Professional**. The Clerk of the Works shall observe the **Contractor's** operations and construction activities for compliance with the Plans and Specifications. The Clerk of the Works shall have access to all areas of the Project at all times. The **Contractor** shall fully cooperate with the Clerk of the Works in the performance of the Clerk's duties.

3.4. City's Right to Perform Construction and to Award Separate Contracts.

3.4.1. The City reserves the right to perform construction or operations at the Site with its own forces or others. If the **Contractor** claims that a delay or additional cost is involved because of such action by the City, the **Contractor** shall make such Claim as provided elsewhere in the Contract Documents.

3.4.2. When the separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "**Contractor**" in the Contract Documents in each case shall mean the **Contractor** who executes each separate City-Contractor Agreement.

3.4.3. The City shall provide for coordination of the activities of the City's own forces and of each separate contractor with the Work of the **Contractor**, who shall cooperate with them. The **Contractor** shall afford each other person access to the Site and shall properly coordinate its Work with that of the persons performing other work. The **Contractor** shall participate with other separate contractors and the City in reviewing their construction schedules when directed to do so. The **Contractor** shall make any revisions to the construction schedules deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the **Contractor**, separate contractors, and the City until subsequently revised.

3.5. Limitations on the City's Responsibilities.

3.5.1. The City shall not supervise, direct, or have control or authority over, nor be responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws, codes and regulations applicable to the furnishing or performance of the Work. The City will not be responsible for the **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents. The City is not responsible for the acts or omissions of the **Contractor**, any Subcontractor, Supplier, or anyone for whose acts the **Contractor**, any Subcontractor or Suppliers may be liable.

3.5.2. The City's authority to review any of the **Contractor's** progress schedules, or its decision to raise or not to raise any objections about such schedules shall not impose on the City any responsibility for the timing, planning, scheduling, or execution of the Work, nor in any way give rise to any duty or responsibility on the part of the City to exercise this authority for the benefit of the **Contractor**, any Subcontractor or Supplier or any other party.

3.5.3. The City's decision to raise or not to raise objections with regard to any aspects of the **Contractor's** insurance shall in no way give rise to any duty or responsibility on the part of the City to or for the benefit of the **Contractor**, any Subcontractor, any Supplier, or any other party.

3.6. Reservation of Rights .

3.6.1. The City reserves the right to correct at any time any error in any progress payment that may have been made.

3.6.2. Should defective Work be discovered subsequent to final payment, the **City** reserves the right to make a claim and recover all costs and professional fees associated therewith, including the cost of removing and/or replacing the defective Work.

3.7. **Waivers .**

3.7.1. All waivers by the **City** are valid only to the extent that they are signed by the **City**. Any such waivers pertain only to the specific matter contained in the waiver and not to any similar, subsequent matters.

ARTICLE 4: THE DESIGN PROFESSIONAL

4.1. **City's Representative.**

4.1.1. The **Design Professional** is the **City's** representative (1) during construction, (2) until final payment is due, and (3) with the **City's** concurrence, from time to time during the correction period described in Article 10. The **Design Professional** will advise and consult with the **City**. The **Design Professional** will have authority to act on behalf of the **City** only to the extent provided in the Contract Documents, unless otherwise modified by a written instrument in accordance with other provisions of the Contract.

4.1.2. The duties, responsibilities, and the limitations of authority of the **Design Professional** as the **City's** representative during construction are set forth in the Contract Documents and shall not be extended without the written consent of the **City** and the **Design Professional**.

4.2. **Administration of the Contract .**

4.2.1. The **Design Professional** will provide administration of the Contract as described in the Contract Documents, unless the **City** has engaged a construction manager.

4.3. **Visits to the Site.**

4.3.1. The **Design Professional** will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the **Design Professional** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, engineer, or landscape architect, the **Design Professional** will keep the **City** informed of progress of the Work in writing and will endeavor to guard the **City** against defects and deficiencies in the Work.